

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

..... Case No. 12 – 12020 (MG)

In re:

RESIDENTIAL CAPITAL, LLC, et al., Chapter 11
Debtors.

..... Jointly Administered

Lois Decker

Lois Elaine Van Hoveln Decker

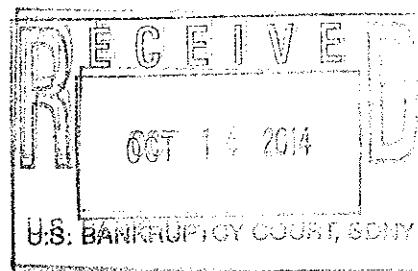
Claim No. 6450 [Quote page 52 No Liabilities Summaries: "Claim No. 6394 was amended or replaced by 6450. This supported by Claimant's stated intention on page 1 of proof of claim form that Claim 6450 is to amend and replace claims 6394 and 6402."] **Correction THE EXACT INTENTION WAS** [Quote: 7/14/13 attention note: "The objective is to get all documents together for the judgmental review." **To Clarify further:** The goal is that there are 2 separate and distinct claims, each standing on its own as far as the judgment for validity but before judgment bench at the same time. [6394 Property Inspection and 6402 GMAC claim of \$36,889.50 disbursement]

Date Filed: 12/24/2012

Debtor: GMAC Mortgage, LLC

Classification: General Unsecured

Amount: UNLIQUIDATED



Lois Elaine Van Hoveln Decker

Reason for Disallowance

Major Error in ALL documents received regarding OBJECTION

(iii) "specific factual and legal bases upon which you will rely in opposing the Objection"

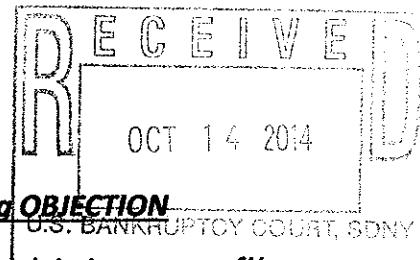
Quote: "Furthermore, Debtors have no liability because the HELOC – related claims are barred by California's statute of limitations. The underlying property is in CA,..." **MAJOR ERROR: 10569 Abisso Drive is in Las Vegas, NV 89135.** [find the quote: Exhibit A page 55 2nd paragraph under No Liability Summaries] Nevada law prevails.

(iii) "a concise statement setting forth the reasons why the claim should not be disallowed or expunged..."

[1] Mailed Document Claims of "no proof" ignore Siena Gate Records regarding property inspection which provides PROOF of claim.

[2] Mailed Document Claims of "no proof" overlook the fact that GMAC cannot provide photo copies front and back of checks dated in June, 2004 but can and did provide photo copies of many checks which were dated beginning May 13, 2004 – September 12, 2005 ending. GMAC was unable to send photo copies of the checks they claim was written in June of 2004 which requested a total of \$36,889.50. They claim those checks were destroyed because it was beyond retention period! Yet they provided photo copies of the front and back of checks with dates preceding June 2004 and after June, 2004. [May, 2004 – September, 2005] A CPA reviewed records and you have those. Proof of disbursement is a fact that they [GMAC] cannot prove disbursement.

[3] A Certified Public Account [CPA] prepared my documents of proof regarding calculating every dollar figure of my proof of claim for this court. I asked for his work knowing that his calculations offer a legitimacy that my own would not. I stand by his figures. He cited on GMAC source documents every dollar worthy of addition to his illegitimate tally. His billing has been submitted and he needs to be paid.



Reason for Disallowance

Error in ALL documents received regarding OBJECTION

Proof is given for every claim in spite of statements claiming no proof!!

Claims are Legitimate

General Servicing Issues: GMAC claims they appropriately did Property Inspection on a timely basis. Their defense is the contract allows it. No one says they are not allowed to property inspect. The question is DID THEY or did they just charge for doing so. A Certified Public Account reviewed the records. His findings have been sent for your review. I believe his

records are honest and accurate. The CPA also discovered some other invalid charges. All illegitimate charges are identified in the CPA documents submitted. Again, you have the CPA records. In addition, Siena, a community for 55 years or older, has armed guards at the gate. You have a copy of their statement saying they have no record of anyone seeking permission to property inspect. [Proof] All who wish to enter Siena must enter the main gate, state their destination and permission must be given by the resident at that destination before entry. Entrance via any other gate is trespassing and such an individual is followed and questioned.

Interest Rates and Fees Collected "any interest charges tied to it" [Exhibit A page 53] [claim # 6450] GMAC claims distribution of \$36,889.50. "any interest charges tied to it"

Interest Rates and Fees Collected [Find No Liability Summaries page 54 - 56] Note lengthy reasoning proposing there was a legitimate payout of \$36,889.50 by GMAC. The 10/19/12 GMAC letter to me sent me photo copies of checks recording my request for funds. The photo copies were of the front and back of each check. You have those. The dates were May 13, 2004 – September 12, 2005. GMAC was unable to send photo copies of the checks they claim was written in June of 2004 which requested a total of \$36,889.50. They claim those checks were destroyed because it was beyond retention period! Yet they provided photo copies of the front and back of checks with dates preceding June 2004 and after June, 2004. [May, 2004 – September, 2005] A CPA reviewed records and you have those. Proof of disbursement is a fact that they [GMAC] cannot prove. If I claimed I paid a payment and they neglected to acknowledge it, they would ask for photo copies of front and back of checks for proof. If I could not produce those photos it would be determined NO PAYMENT.

Amended and Superseded

Claim No. 6450 [Quote page 52 No Liabilities Summaries: "Claim No. 6394 was amended or replaced by 6450. This supported by Claimant's stated intention on page 1 of proof of claim form that Claim 6450 is to amend and replace claims 6394 and 6402."] **Correction THE EXACT INTENTION WAS** [Quote: 7/14/13 attention note: "The objective is to get all documents together for the judgmental review." **To Clarify further:** The goal is that there are 2 separate and distinct claims, each standing on its own as far as the judgment for validity; there being both claims before judgment bench at the same time. [6394 Property Inspection and 6402 GMAC claim of \$36,889.50 disbursement]

Final

The house has been sold. All GMAC figures were dealt with as if they were legitimate. This means I got less money in my pocket than if figures were accurate. The HELOC [second mortgage] was settled with SLS. This was beneficial to me.

Debtor

GMAC Mortgage is the Debtor

RESCAP RESIDENTIAL CAPITAL, LLC. Is not the Debtor